



# COUNTY OF LOS ANGELES

## FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
323 881-2401

P. MICHAEL FREEMAN  
FIRE CHIEF  
FORESTER & FIRE WARDEN

December 1, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE THE ACCEPTANCE OF GRANT, #DFD-A-00-09-00338-00,  
FROM THE U. S. AGENCY FOR INTERNATIONAL DEVELOPMENT,  
INTERNATIONAL SEARCH AND RESCUE OPERATIONS GRANT,  
AND APPROVE AN APPROPRIATION ADJUSTMENT  
RECOGNIZING GRANT FUNDING  
(ALL DISTRICTS) (4 VOTES)**

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to accept a 5 year award from the U.S. Agency for International Development (USAID), International Search and Rescue Operations Grant, of \$3,989,699 in grant funding; and approval of an appropriation adjustment recognizing the award and appropriating the funds in the District's Special Services Budget Unit.

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY  
OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES  
COUNTY:**

1. Accept the 5 year award from USAID, International Search and Rescue Operations Grant # DFD-A-00-09-00338-00, of \$3,989,699 in grant funding over the 5 year agreement (Attachment I).

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY

CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY

DIAMOND BAR  
DUARTE  
EL MONTE  
GARDENA  
GLENDALE  
HAWAIIAN GARDENS  
HAWTHORNE

HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY  
INGLEWOOD  
IRVINDALE  
LA CANADA FLINTRIDGE  
LA HABRA

LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER  
LAWDALE  
LOMITA  
LYNWOOD

MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT  
PICO RIVERA

POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

2. Approve an Appropriation Adjustment in the total amount of \$255,000 to recognize additional funding from USAID in FY 2009-10 to distribute as follows: \$100,000 to be used as Salaries and Employee Benefits and \$155,000 to be used for Services and Supplies/Travel and Training (Attachment II).
3. Authorize the Fire Chief, or his designee, to sign any documents required by USAID that are associated with the administration and management of this grant.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The USAID Office of U.S. Foreign Disaster Assistance (OFDA) plans and implements international disaster relief, rehabilitation, preparedness, mitigation, prevention, and early warning programs and coordinates the U.S. Government's foreign disaster assistance program. To ensure that Urban Search and Rescue (USAR) capabilities are available when a disaster occurs, USAID has long implemented a policy of using county/municipal agencies capable of providing the needed USAR operational support in a timely manner. After a lengthy national competitive process, the District's USAR Task Force has been selected to continue to serve as part of the Disaster Assistance Response Teams (DARTs) composed of disaster management and response specialists and supporting equipment in responding to international disasters.

The purpose of the USAID International Search and Rescue Operations Grant is to allow the District's USAR Task Force to take part in International Search and Rescue Operations and Program Activities. Award funds will be used to provide adequate training and related costs for preparedness and maintenance of the District's USAR Task Force.

The District will be reimbursed for travel related costs, training and maintenance of deployment readiness. Grant funds will also allow for the reimbursement of services and supplies, salaries and employee benefits, and fixed assets allowing District firefighters and rescue teams to complete their mission and facilitate the administration of the grant.

The first year award amount is anticipated to include funding of approximately \$570,000. Subsequent year's award funding is expected to have annual increases of approximately 2.5%.

The award also includes \$1,000,000 for the reimbursement of disaster response activities. USAID will add funding to the award after disaster response activity to keep this contingency funding at the \$1,000,000 level.

Approval of the recommendations will allow sufficient funding for preparedness, operations, and maintenance of the District's Urban Search and Rescue (US&R) Task Force, and will address additional funding from USAID in FY 2009-10:

- Salaries and Employee Benefits \$ 100,000
- Services and Supplies/Travel and Training \$ 155,000

Implementation of Strategic Plan Goals:

Approval of the recommended action is consistent with the County's Strategic Plan Goal #1, Operational Effectiveness, and Goal #5, Public Safety.

**FISCAL IMPACT/FINANCING**

With your Board's approval of the attached \$255,000 Appropriation Adjustment, in addition to the adopted FY 2009-10 budget, sufficient funding will be available in the District's Special Services Budget Unit to address the projected needs for this fiscal year. Any additional appropriation for future years will be addressed through the budget process.

Consistent with previous awards there is a cost share requirement of approximately 30% (non-federal portion) which will be matched primarily with salary costs during FY 2009-10. There is no cost share requirement for disaster response activities.

There is no impact to net County cost.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The performance period for the USAID International Search and Rescue Operations Grant is from December 1, 2009 through November 30, 2014.

**CONTRACTING PROCESS**

Purchase of services and supplies is under the statutory authority of the County Purchasing Agent. Any and all purchases will be requisitioned through, and accomplished by the Purchasing Agent in accordance with the County's purchasing policies and procedures, established by the Internal Services Department.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

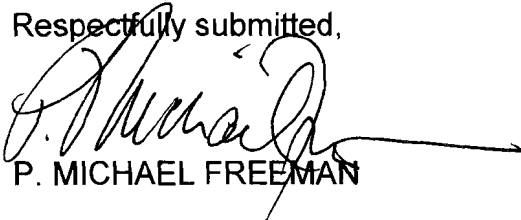
Approval of the recommended action will ensure the District's ability to provide effective and essential levels of public safety to the residents of Los Angeles County, as well as expand the quality and productivity of the District's emergency services.

**CONCLUSION**

Upon approval by the Board of Supervisors, please instruct the Executive Officer to return a copy of the adopted board letter to:

1. Consolidated Fire Protection District of Los Angeles County  
Executive Office, Emergency Operations  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
Attention: Chief Deputy John B. Tripp

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:mg

**Attachments**

c: Chief Executive Officer  
Acting County Counsel  
Auditor-Controller

COUNTY OF LOS ANGELES

## REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S  
NO.

390-05

DEPARTMENT OF FIRE

December 1, 2009

## AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

## ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2009-10

4 - VOTE

SOURCES

Fire Department  
Special Services Budget Unit  
DA1-FR-90-9031-40100-40191  
Federal Grant: \$255,000  
INCREASE REVENUE

USES

Fire Department  
Special Services Budget Unit  
DA1-FR-40100-40191-1000  
Salaries & Emp Ben: \$100,000  
INCREASE APPROPRIATION

Fire Department  
Special Services Budget Unit  
DA1-FR-40100-40191-2000  
Services & Supplies: \$155,000  
INCREASE APPROPRIATION

SOURCES TOTAL: \$ 255,000

USES TOTAL: \$ 255,000

JUSTIFICATION: THIS ADJUSTMENT IS NECESSARY TO RECOGNIZE GRANT DFD-A-00-09-00338 FROM USAID AND INCREASE APPROPRIATION TO ALLOW USAR TASK FORCE TO TAKE PART IN INTERNATIONAL SEARCH AND RESCUE OPERATIONS AND PROGRAM ACTIVITIES.

AUTHORIZED SIGNATURE:

*Les Seidman*  
LES SEIDMAN, ASSISTANT CHIEF  
FINANCIAL MANAGEMENT DIVISION

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

☐

ACTION

☒

RECOMMENDATION

☒

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

*Karen Shikuma*

B.A. NO.

053

NOV 17 20 09

CHIEF EXECUTIVE OFFICER

BY

*Shel Wex*

November 18 20 09



**USAID**  
FROM THE AMERICAN PEOPLE

December 1, 2009

Stephen Davis, Battalion Chief  
County of Los Angeles Fire Department  
1320 N Eastern Ave.  
Los Angeles, CA 90063

Subject: DFD-A-00-09-00338-00

Dear Chief Davis:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to the County of Los Angeles Fire Department (hereinafter referred to as "CLAFFD," "Grantee," or "Recipient"), the sum set forth in Section 1.3 of this Agreement for the Urban Search and Rescue Program as described in Attachment 2 of this Agreement entitled "Program Description."

This award is effective as the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives for the period described in Section 1.2 of this Agreement. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This award is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in the attachments listed under my signature below, which together constitute the entire award document, and to which your organization has agreed.

Please sign the original and each copy of this letter to acknowledge your receipt of this award, and return the original and all but one copy to the undersigned, U.S. Agency for International Development, Office of Acquisition and Assistance, M/OAA/DCHA/DOFDA, RRB Rm. 7.09-146, 1300 Pennsylvania Avenue, N.W., Washington, D.C. 20523.

Sincerely,

Joseph Lentini  
Agreement Officer  
Office of Acquisition and Assistance  
M/OAA/DCHA

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions for U.S., Nongovernmental Recipients
4. Branding Strategy and Marking Plan

ACKNOWLEDGED: County of Los Angeles Fire Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACCOUNTING AND APPROPRIATION DATA**

**A. GENERAL**

A.1.	Total Estimated USAID Amount	:	\$3,989,699
A.2.	Cost-Sharing Amount (Non-Federal	:	\$1,302,547
A.3.	Agreement Officer's Technical Representative	:	See Section 1.6
A.4.	Tax I.D. Number	:	95-6000927
A.5.	DUNS Number	:	137355504
A.6.	LOC No.	:	N/A

**B. SPECIFIC**

B.1.(a)	Phoenix Number	:
B.1.(b)	NMS Number	:
B.1.(c)	Organization ID	:
B.1.(d)	Line Number	:
B.1.(e)	BBFY	:
B.1.(f)	EBFY	:
B.1.(g)	Fund Account	:
B.1.(h)	Operational Unit	:
B.1.(i)	Strategic Objective	:
B.1.(j)	Distribution	:
B.1.(k)	Management	:
B.1.(l)	BGA	:
B.1.(m)	SOC	:
B.1.(n)	Amount	:

## **ATTACHMENT 1 – SCHEDULE**

### **1.1 PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide support for the program described in Attachment 2 of this Agreement entitled "Program Description."

### **1.2 PERIOD OF AGREEMENT**

(a) The effective date of this Agreement is the date of the cover letter, and the estimated completion date is November 30, 2014.

(b) Funds obligated hereunder are available for program expenditures for the estimated period of the effective date of this Agreement to\_\_\_\_\_.

### **1.3 AMOUNT OF AWARD AND PAYMENT**

(a) The total estimated amount of this Agreement for its full period, as set forth in Section 1.2 above, is \$3,989,699.00.

(b) The amount of \_\_\_\_\_ is obligated for program expenditures during the period set forth in 1.2(b) above and as shown in the Budget below. USAID is not required to reimburse the recipient for the expenditure of amounts in excess of the total obligated amount.

(c) Payment shall be made to the Recipient via cost reimbursement in accordance with procedures set forth in 22 CFR 226.

### **1.4 AGREEMENT BUDGET**

The following is the Agreement Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with 22 CFR 226.

Grant Program Function or Activity	Estimated Amounts
Disaster Preparedness/Mitigation Activities	\$2,989,699.00
Disaster Response Activities	\$1,000,000.00
Total USAID Amount	\$3,989,699.00
Cost Share	\$1,302,547.00
Total Budget	\$5,292,246.00

### **1.5 REPORTING AND EVALUATION**

#### **(a) Financial Reporting**

(1) The Recipient shall submit Financial Reports in keeping with 22 CFR 226.52.

(2) In accordance with 22 CFR 226.52, the SF 269 is required on a quarterly basis. The recipient shall submit two copies of the SF 269 or 269a (as appropriate) to the AOTR. These reports shall be submitted within 30 days from the end of each quarter, except that the final report shall be submitted 90 calendar days from the estimated completion date of this Agreement.

(3) In accordance with 22 CFR 226.70-72, the original and two copies of all final financial reports shall be submitted to the USAID/Washington M/FM/CFO/CMP/DCB.

(b) Program Reporting

(1) Annual Work-Plans

(i) Not later than 60 days from the effective date of this Agreement, the Recipient shall submit three copies to the AOTR (and one copy to the OFDA overseas field representative, if there is one) of a draft annual work-plan, covering the first year of this Agreement. Electronic submission is preferred over hard-copy. The work-plan shall be delineated by the reporting periods described in Section 1.5(b)(3)(i) below. The work-plan shall include the activities planned to be conducted, the site(s) where they will be conducted, benchmarks/milestones and annual performance targets; the outputs/outcomes which the Recipient expects to achieve; and the inputs planned to be provided by the Recipient, during the work-plan period. Included shall be an explanation of how those inputs are expected to achieve the outputs/outcomes and benchmarks/milestones. The work-plan shall also consider whether boys and girls or women and men are involved or affected differently by the context or work to be undertaken, and, if so, whether the difference is potentially significant for managing toward sustainable program impact. The Recipient shall describe and use appropriate gender-sensitive methodologies and shall maintain gender-integration and -balance in all activities, targeting women and girls when necessary to achieve that balance. The work-plans will also include the Recipient's planned international travel, as described in paragraph (a)(1) of the Standard Provision set forth in Attachment 3 of this Agreement entitled "International Air Travel and Transportation." The AOTR shall review the draft annual work-plan, and shall provide comments within 30 days from receipt. Thereafter, the Recipient shall submit three copies of the final work-plan within 15 days of receipt of the AOTR's comments to the AOTR for approval (see Section 1.6(b) below).

(ii) Not later than 60 days prior to the beginning of each subsequent year, the Recipient shall submit three copies to the AOTR (and one copy to the OFDA overseas field representative, if there is one) of draft annual work-plans for each subsequent year. Electronic submission is preferred over hard-copy. The work-plan shall be delineated by the reporting periods described in Section 1.5(b)(3)(i) below. The work-plans shall include the activities planned to be conducted, the site(s) where they will be conducted, and benchmarks/milestones; the outputs/outcomes which the Recipient expects to achieve; and the inputs planned to be provided by the Recipient, during the work-plan period. Included shall be an explanation of how those inputs are expected to achieve the outputs/outcomes and benchmarks/milestones. The work-plans will also include the Recipient's planned international travel, as described in paragraph (a)(1) of the Standard Provision set forth in Attachment 3 of this Agreement entitled "International Air Travel and Transportation." The AOTR shall review the draft annual work-

plan, and shall provide comments within 30 days from receipt. Thereafter, the Recipient shall submit three copies of the final work-plan within 15 days of receipt of the AOTR's comments to the AOTR for approval (see Section 1.6(a) below).

(iii) The work-plan will describe activities to be conducted at a greater level of detail than Attachment 2 (Program Description) of this Agreement, but shall be cross-referenced with the applicable sections in the Program Description. All work-plan activities must be within the scope and objectives of this Agreement. Work-plans shall not change such scope and objectives or any other terms and conditions of this Agreement in any way; such changes may only be approved by the Agreement Officer, in advance and in writing. Thereafter, if there are inconsistencies between the work-plan and the Program Description or other terms and conditions of this Agreement, the latter will take precedence over the work-plan.

(iv) All work-plans, including significant revisions thereto, must be approved by the AOTR (see Section 1.6(a) below). If, at any time, it becomes necessary to revise the approved work-plan, the Recipient shall submit proposed changes to the AOTR, and the procedures described above shall apply. If the revised work-plan is approved, the Recipient shall submit a revised M&E plan (see Section 1.5(b)(2) below), as necessary, for approval by the AOTR.

## (2) Monitoring and Evaluation (M&E) Plan

(i) Not later than 60 days from the effective date of this Agreement), the Recipient shall submit three copies to the AOTR (and one copy to the OFDA overseas field representative, if there is one) of a draft M&E plan. Electronic submission is preferred over hard-copy. The M&E plan shall include a detailed plan for managing the collection of data in order to monitor performance and report thereon. The M&E plan shall specify the source, method of collection, and schedule of collection for each datum required; and assign responsibility for collection to a specific partner, team, or individual. The M&E plan shall also describe critical assumptions. Also included must be performance baseline data which describe the prevailing conditions of a beneficiary population and/or the situation at the onset of the disaster or program, the magnitude of the problem and/or the needs that the Recipient's program will address, performance indicators (including appropriate rationale and justification therefor), and numerical performance targets delineated by the U.S. Government's fiscal year (*i.e.*, October 1<sup>st</sup> – September 30<sup>th</sup>) or part thereof. The AOTR will provide comments within 30 days, and the Recipient shall then submit three copies of the final M&E plan within 15 days of receipt of the AOTR's comments to the AOTR for approval (see Section 1.6(a) below). The M&E plan must be approved by the AOTR.

(ii) If, at any time, it becomes necessary to revise the approved M&E plan, the Recipient shall submit proposed changes to the AOTR, and the procedures described above shall apply. If the M&E plan is revised, the Recipient shall submit a revised work-plan (see Section 1.5(b)(2)(i) above), as necessary, for approval by the AOTR.

### (3) Performance Monitoring Reports

#### (i) Program Updates

On a regular basis, the Recipient shall provide to the AOTR (and to the OFDA overseas field representative, if there is one) brief, timely, informal updates that provide information such as progress toward accomplishing each objective and achieving expected results, constraints, changes in the situation, and any aspects of the program that show demonstrable progress or achievement, expected or otherwise (“success stories”). Electronic submission is preferred over hard-copy.

#### (ii) Notifications

The Recipient shall submit one copy to the AOTR, one copy to the OFDA overseas field representative if there is one, and one (1) copy to the Agreement Officer of notifications (in writing), as follows:

(a) Developments which have a significant impact on the activities supported by this Agreement; and

(b) Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the problem.

#### (i) Performance Baseline Data

Unless a Monitoring and Evaluation (M&E) Plan is required under Section 1.5(b)(2) above or performance baseline data are already included in the Program Description set forth in Attachment 2 of this Agreement, the Recipient shall submit one copy to the AOTR (and one copy to the OFDA overseas field representative, if there is one) of performance baseline data which describe the prevailing conditions of a beneficiary population and/or the situation at the onset of the disaster or program, the magnitude of the problem and/or the needs that the Recipient’s program will address and, if necessary or appropriate, revised performance indicators and/or numerical performance targets (including appropriate rationale and justification therefor). Electronic submission is preferred over hard-copy. The baseline data must be submitted no later than 90 days after the effective date of this Agreement, or no later than 30 days from the effective date if this Agreement is for less than six months.

#### (c) Final Report

The Recipient shall submit the original copy to the Agreement Officer’s Technical Representative, one copy to the Agreement Officer, and one copy to USAID Development Experience Clearinghouse, ATTN: Document Acquisitions, 1611 N. Kent Street, Suite 200, Arlington, VA 22209-2111 (or e-mail: docsubmit@dec.cdie.org).

The final performance report shall be submitted due no later than 90 calendar days after the expiration or termination of the award. The final performance report shall summarize activities undertaken, progress made/results achieved, trends, problems and reason why established goals were not met, if appropriate, and other pertinent information.

Recipients shall list each country included in the program and the total amount expended for each country under the award for the reporting period in the "Remarks" block on the "Financial Status Report" SF-269 or SF-269A, or on a separate sheet of paper with the "Request for Advance or Reimbursement" SF-270.

## **1.6 POST-AWARD AGREEMENT ADMINISTRATION**

### **(a) Agreement Officer's Technical Representative (AOTR)**

The AOTR for this Agreement will be designated in a separate memorandum from the Agreement Officer to the AOTR, a copy of which will be provided to the Recipient and the payment office specified below. Pending such memorandum, the Cognizant Technical Office for this Agreement is:

DCHA/OFDA  
U.S. Agency for International Development  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20523-2052

### **(b) USAID Agreement Office**

M/OAA/DCHA/DOFDA  
U.S. Agency for International Development  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20523-2052

### **(c) USAID Payment Office**

M/FM/CFO/CMP/DCB  
U.S. Agency for International Development  
1300 Pennsylvania Avenue, N.W.  
Room 7.07  
Washington, DC 20523-7700  
E-Mail: EI@usaid.gov

## **1.7 SUBSTANTIAL INVOLVEMENT**

The substantial involvement of the Agreement Officer's Technical Representative will include the approval of the following:

- a) Approval of the Recipient's implementation and work plans;
- b) Approval of specified Key Personnel including: Program Manager

- c) Approval of monitoring and evaluation plans;
- d) Approval of subrecipients and proposed subgrants, if any; and
- e) Agency and Recipient Collaboration or Joint Participation.

f) International Travel Approval

Since approval of international travel under grants is required by the applicable federal cost principles and the USAID standard provision entitled “International Air Travel and Transportation,” such approval under the cooperative agreements does not actually constitute “substantial involvement.” However, applicants are advised that, unless international travel is “identified” (as defined in said standard provision) in the application or the annual work-plans, such approval is required.

Note: In accordance with this standard provision, the Agreement Officer hereby provides prior written approval for international travel provided that concurrence with the international travel is obtained by the Recipient in writing from the AOTR, prior to the assignment abroad in accordance with the terms of this agreement. This approval is subject to the availability of funds and should not be construed as an authorization to either increase the total estimated amount or exceed the total obligated amount. The Recipient shall retain a copy of each travel concurrence provided by the AOTR for audit purposes.

(g) Disaster Response:

g.1) Approval of Disaster Response Implementation Plans (DRIPs)

The AOTR must approve the Disaster Response Implementation Plans (DRIPs) described in Section VI of this RFA. Since the DRIPs cover Disaster Response activities (See Section I.1.3.2), the Recipient cannot undertake these activities without the AOTR’s approval.

g.2) AOTR Direction and Redirection

The AOTR may direct or redirect search and rescue activities because of interrelationships with other disaster response efforts. However, such direction or redirection must be within the scope and objectives of the program and the obligated amount of the cooperative agreement.

## **1.8 INDIRECT COST RATE**

No indirect costs shall be borne by the Recipient.

## **1.9 TITLE TO PROPERTY**

(a) Property Title will be vested with the Recipient.

(b) Disposition of Property

b.1) While title to property will be vested in the Recipient, USAID’s retains some rights to all USAID-financed property in accordance with 22 CFR 226.30-37, and must approve certain dispositions. Since property under grants is also governed by 22 CFR 226.30-37, such approval under the cooperative agreements also does not actually constitute “substantial involvement.”

Nevertheless, it represents an area of USAID involvement in the implementation of Disaster Response activities because, as indicated in Section I.1.3.2 of this RFA, USAID may approve or authorize the transfer of property to another entity.

b.2) When the Recipient is acquiring replacement equipment, the Recipient's use of the equipment to be replaced as trade-in, or sale of the equipment and use of the proceeds to offset the costs of the replacement equipment (22 CFR 226.34[e]): The Agreement Officer hereby provides prior written approval for such trade-in or sale provided that prior concurrence is obtained by the Recipient in writing from the AOTR. This approval is subject to the availability of funds and should not be construed as an authorization to either increase the total estimated amount or exceed the total obligated amount. The Recipient shall retain a copy of each concurrence provided by the AOTR for audit purposes.

b.3) When the Recipient requests to transfer title to the U.S. Government or an eligible third party (22 CFR 226.34[h]): The Agreement Officer hereby provides prior written approval the transfer provided that prior concurrence is obtained by the Recipient in writing from the AOTR. This approval is subject to the availability of funds and should not be construed as an authorization to either increase the total estimated amount or exceed the total obligated amount. The Recipient shall retain a copy of each concurrence provided by the AOTR for audit purposes.

b.4) When the Recipient requests disposition instructions for equipment with a current per-unit fair market value of \$5,000 or more and has no use for such equipment on: (1) the original program/activity for which such equipment was purchased even if no longer funded by USAID (22 CFR 226.34[c]); (2) other USAID-funded programs (22 CFR 226.34[c][1]); or (c) other U.S. Government-funded programs (22 CFR 226.34[c][2]), and the Recipient does not wish to retain the equipment for other purposes and compensate USAID for the current fair market value thereof (22 CFR 226.34[g]): The Recipient must request disposition instructions from the Agreement Officer. These disposition instructions are not delegated to the AOTR.

#### (c) Purchase of Replacement Property

Since approval for the purchase of equipment and other capital expenditures under grants is required by the applicable federal cost principles and 22 CFR 226.25(c)(6), such approval under the cooperative agreements also does not actually constitute "substantial involvement." Nevertheless, it represents an area of USAID involvement in the implementation of Disaster Response activities because, as indicated in Section I.1.3.2 of this RFA, USAID will finance the replacement of property that is lost, stolen, or transferred to another entity during or after a disaster. The Agreement Officer hereby provides prior written approval for such property replacement, provided that prior concurrence is obtained by the Recipient in writing from the AOTR. This approval is subject to the availability of funds and should not be construed as an authorization to either increase the total estimated amount or exceed the total obligated amount. The Recipient shall retain a copy of each concurrence provided by the AOTR for audit purposes.

### **1.10 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this award is 000.

## **1.11 SPECIAL PROVISIONS**

### **1.11.1 NON-FEDERAL AUDITS**

In accordance with 22 C.F.R. Part 226.26 Recipients and subrecipients are subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and revised OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations.” Recipients and subrecipients must use an independent, non-Federal auditor or audit organization which meets the general standards specified in generally accepted government auditing standards (GAGAS) to fulfill these requirements.

### **1.11.2 ACCOUNTING SYSTEM SURVEY**

The recipient shall undergo an accounting system survey after the award of the grant. The survey will be performed by USAID’s Contract Audit Management Branch, Office of Acquisition and Assistance, Cost, Audit and Support Division. The survey is meant to determine if the recipient’s accounting system is in accord with Generally Accepted Accounting Principles and if it is capable of accumulating costs for government contracting. The recipient is required to implement recommendation(s) that may result from accounting system deficiencies noted during the survey of the accounting system.

### **1.11.3 ENVIRONMENTAL COMPLIANCE AND MANAGEMENT**

a.1) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID’s activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID’s Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Recipient environmental compliance obligations under these regulations and procedures are specified in the following paragraphs.

a.2) In addition, the recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

a.3) No activity funded under this agreement will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)

b.1) As part of its initial Work Plan, and all Annual Work Plans thereafter, the recipient, in

collaboration with the USAID Agreement Officer's Technical Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this agreement to determine if they are within the scope of the approved Regulation 216 environmental documentation.

b.2) If the recipient plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

b.3) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

#### **1.11.4 MANDATORY AND REQUIRED AS APPLICABLE STANDARD PROVISIONS**

The following standard provisions apply to this grant:

##### **I. Mandatory Standard Provisions for U.S. Nongovernmental Recipients**

1. Applicability of 22 CFR Part 226 (May 2005)
2. Ineligible Countries (May 1986)
3. Nondiscrimination (May 1986)
4. Nonliability (November 1985)
5. Amendment (November 198)
6. Notices (November 1985)
7. Subagreements (June 1999)
8. OMB Approval under the Paperwork Reduction Act (December 2003)
9. USAID Eligibility Rules For Goods and Services (April 1998)
10. Debarment, Suspension, and Other Responsibility Matters (January 2004)
11. Drug-Free Workplace (January 2004)
12. Equal Protection of the Laws For Faith-Based And Community Organizations (February 2004)
13. Implementation of E.O. 13224 -- Executive Order on Terrorist Financing (March 2002)
14. Marking under USAID -Funded Assistance Instruments (December 2005)
15. Regulations Governing Employees (August 1992)
16. Conversion of United States Dollars to Local Currency (November 1985)
17. Use of Pouch Facilities (August 1992)
18. International Air Travel and Transportation (June 1999)
19. Ocean Shipment of Goods (June 1999)
20. Local Procurement (April 1998)
21. Voluntary Population Planning Activities – Mandatory Requirements (May 2006)

**NOTE: ONLY THE “REQUIRED AS APPLICABLE” STANDARD PROVISIONS LISTED BELOW APPLY TO THIS GRANT:**

## II. Required As Applicable Standard Provisions for U.S., Nongovernmental Recipients

1. Negotiated Indirect Cost Rates – Predetermined (April 1998)
2. (Reserved)
3. (Reserved)
4. Publications and Media Releases (March 2006)
5. Participant Training (April 1998)
6. (Reserved)
7. (Reserved)
8. (Reserved)
9. (Reserved)
10. (Reserved)
11. (Reserved))
12. Cost Sharing (Matching) (July 2002)
13. Prohibition of Assistance to Drug Traffickers (June 1999)
14. (Reserved)
15. Reporting of Foreign Taxes (March 2006)
16. (Reserved)
17. (Reserved)
18. (Reserved)
19. (Reserved)
20. (Reserved)
21. (Reserved)
22. USAID Disability Policy – Assistance (December 2004)
23. (Reserved)

[Note: All the above listed mandatory provisions as well as the required as applicable provisions that apply to this award are provided in full text in attachment 3.]

**[END OF ATTACHMENT 1]**

## **ATTACHMENT 2 – PROGRAM DESCRIPTION**

### **I.1 PROGRAM DESCRIPTION**

#### **I.1.1 BACKGROUND**

The Office of U.S. Foreign Disaster Assistance (OFDA) was established in response to the authorization of disaster assistance by Congress in Chapter 9 of the Foreign Assistance Act of 1961, as amended. OFDA plans and implements international disaster relief, rehabilitation, preparedness, mitigation, prevention, and early warning programs, and coordinates the U.S. Government's foreign disaster assistance program. OFDA serves as the principal liaison office with other federal and state government agencies, the international disaster community, U.S. private voluntary organizations, and other donor countries, on foreign disaster assistance.

A variety of natural disasters occur around the world. Latin America and the Caribbean region are subject to frequent earthquakes, volcanic eruptions, hurricanes, flooding, and drought. The Asia and African regions deal with many of the same problems, in addition to the problem of displaced populations from civil strife and ecological degradation. Increasing populations, increased use of technology and hazardous materials, continued assaults on the ecology, and terrorist acts pose ever-increasing risks for major disasters. The economic and social impact of major disasters is significantly greater in under-developed countries and recovery takes longer.

When a disaster occurs, response time is critical to saving lives. The local emergency providers are first on the scene and their training and capabilities in disaster management and response will determine the extent of preventable deaths, injuries, and economic loss. Appropriate U.S. assistance is provided through Disaster Assistance Response Teams (DARTs), composed of disaster management and response specialists and supporting equipment, tailored to the specific disaster event, whose effectiveness also depends on rapid deployment and efficiency of operations.

The Urban Search and Rescue (USAR) function, when needed for an international disaster response, is a crucial component of the DART. OFDA participates in the International Search and Rescue Advisory Group (INSARAG), which has developed specific criteria with respect to organization, systems, equipment, and selection of personnel. Because most disasters cannot be predicted in advance, the capability to perform USAR operations must be pre-existing and the ability to mobilize and deploy must be pre-planned and rapidly executable. Historically, county/municipal agencies have had the ability to ensure that USAR capabilities will be available when a foreign disaster occurs, and three – Fairfax County (VA) Fire and Rescue, Los Angeles County Consolidated Fire District, and Miami-Dade Fire Rescue – have provided the needed USAR operational support in a timely manner. This RFA is for follow-on awards to the current cooperative agreements with Fairfax County and Los Angeles County. Those incumbents are not precluded from competing under this RFA.

OFDA also supports non-response activities such as disaster preparedness and mitigation, which includes USAR-related technical advisory services, local host country capacity-building, and technology transfer to international organizations.

## **I.1.2 PROGRAM GOAL**

The goal of OFDA's international USAR program is to support the provision of search and rescue assistance in response to foreign disasters. This entails two discrete but interrelated program components: (1) **Disaster Preparedness/Mitigation**, through (a) maintenance by the Recipient of a deployment readiness capability; and (b) the provision by the Recipient of USAR-related technical assistance; and (2) **Disaster Response**, through (a) deployment of USAR teams by the Recipient; and (b) the provision by the Recipient of Disaster Logistics and Communications Support.

## **I.1.3 RANGE OF ACTIVITIES**

The following describes the range of activities that OFDA may support under the planned awards. The program tends to be demand-driven, with OFDA serving in a coordination role (as well as a donor). Given the uncertainties, OFDA cannot guarantee that Recipients will necessarily perform all of the activities described below. Because of the inability to precisely define all activities in advance, specific implementation plans will be required (see Section VI), and OFDA will be substantially involved in the implementation of the program as described in Section II of this RFA.

### **I.1.3.1 Disaster Preparedness/Mitigation**

Through approval by the USAID Agreement Officer's Technical Representative (AOTR) of work-plans and revisions thereto, the Recipient will only undertake Deployment Readiness activities in consultation with the AOTR.

#### **I.1.3.1.1 Deployment Readiness**

The location, nature, timing, and extent of a disaster response cannot be known in advance. Therefore, the Recipient must maintain a state of deployment readiness at all times. At a minimum, this requires the following, which the Recipient is expected to maintain in a cost-effective manner:

##### **I.1.3.1.1.1 Project Management**

The Recipient is responsible for efficient management of the work performed under the award. The Recipient must have sufficient personnel resources, accounting systems and practices, and communications systems to manage the effort effectively. The Recipient must have a dedicated Project Manager or other Key Personnel who will manage and administer the award and be the primary interface with OFDA. The Project Manager must have the authority to commit and coordinate resources to support a rapid deployment at any time. The Project Manager will, *inter alia*, be responsible for: (1) managing program activities; (2) mobilization and deployment of resources; (3) award administration and reporting; (4) staffing and allocation of resources; (5) procurement and maintenance of equipment and supplies; (6) attendance and/or arranging support to meetings, tours, seminars, and briefings; (7) cost management and cost control; and (8) performance monitoring and reporting. The Recipient shall maintain an internal control and accounting system to accurately record, document, and account for all cost-related items, including, but not limited to, manpower/labor/personnel compensation, travel/transportation, purchasing/procurement, property management, subrecipient monitoring, audit, communications/reporting/record-keeping, and all other costs. Consistent with the Recipient's internal requirements (if applicable), the Recipient must develop and maintain a plan for achieving gender-integration and -balance in all activities, targeting women and girls when necessary. The Recipient must also develop and maintain a plan for minimizing and

mitigating any adverse environmental impact resulting from program activities. The Recipient must comply with the reporting and timeliness requirements described in VI.3 of this RFA.

At a recent International Search and Rescue Advisory Group (INSARAG) meeting in New Delhi, the UN reminded countries of the UN classification system, and their responsibilities, as sponsors of INSARAG and signatories to UN General Assembly Resolution 57/150, to classify teams that will be internationally deployed. In order for USAID to be a responsible donor and not undermine a system into which it has put significant effort and resources, the Recipient will need to become classified by INSARAG as “heavy.”

#### I.1.3.1.1.2 Maintenance of USAR Team/Personnel Qualifications

The Recipient will maintain the skills, abilities, and professional certifications of its search and rescue personnel for an international deployment. This may include training, exercises, and rotational cross-training assignments (unrelated to a Disaster Response, as described in Section I.1.3.2 below) within OFDA.

#### I.1.3.1.1.3 Equipment and Relief Commodities Stockpile

As indicated in Section I.1.3.2 below, the Recipient must have the requisite equipment and supplies to support the proposed Disaster Response (USAR team deployment or disaster logistics and communications support). Hence, the Recipient must maintain and augment an equipment cache capable of international technical search, rescue, communications, and medical operations in a deployable level of readiness. Equipment may be used by a deployed USAR team, or may be part of a Disaster Logistics and Communications Support effort in support of other USAR missions. The types and descriptions of equipment for FEMA-certified Type I and Type III USAR teams may be found at <http://www.fema.gov/emergency/usr>.

#### I.1.3.1.2 Technical Assistance

Due to the Recipient’s resident expertise in urban search and rescue, the Recipient may provide technical assistance as described below. Assistance to this Technical Assistance sub-component of the program is distinguished from the Disaster Logistics and Communications Support sub-component (see Section I.3.3.2.2 below) of the Disaster Response component (see Section I.1.3.2 below) by the fact that activities under this component will not be in response to a disaster. Through approval by the USAID Agreement Officer’s Technical Representative (AOTR) of work-plans and revisions thereto (See Section VI), the Recipient will only undertake Technical Assistance activities in consultation with the AOTR. Technical Assistance activities may include any or all of the following:

##### I.1.3.1.2.1 Technical Advisory Services

The Recipient may provide technical advisory services in support of USAID programs, host governments, staff of the International Search and Rescue Advisory Group (INSARAG) Secretariat, and other members of the international search and rescue community. The Recipient shall make subject matter experts available to analyze situations and make recommendations with respect to future actions. The areas of expertise would include all aspects of the search and rescue mission, including incident management, communications systems use and operation, emergency medical care, international coordination systems, as well as other assistance normally within the technical expertise of an urban fire department including, but not limited to, fire management, hazardous chemical spills, explosions, etc. The Recipient may also assign qualified trainers to conduct limited, specific urban search and rescue

training. The Recipient shall utilize existing materials developed and provided by USAID. It is desired that instructors be fluent in languages spoken in the areas where training may be conducted.

#### **I.1.3.1.2.2 Local Host Country Capacity-Building**

Due to the Recipient's resident expertise in urban search and rescue, the Recipient may assign USAR personnel to provide technical assistance and training to host country organizations and personnel.

#### **I.1.3.1.2.3 Technology Transfer to International Organizations**

Due to the Recipient's resident expertise in urban search and rescue, the Recipient may support technical exchange and training with international organizations related to the technologies utilized in international urban search and rescue missions.

### **I.1.3.2 Disaster Response**

A foreign disaster is an unexpected occurrence, man-made or natural, that causes loss of life, health, property, or livelihood, inflicting widespread destruction and distress and having long-term, adverse effects on USAID operations. It is distinguished from an accident by its magnitude, by its damage to the community infrastructure or the resources required for recovery.

In order to initiate a response to a foreign disaster by OFDA, the U.S. Ambassador or Chief of Mission to an affected country, or the Deputy Assistant Secretary of State, must issue a Disaster Declaration. A Disaster Declaration may be made when there is an act of nature (such as a flood, drought, fire, hurricane, earthquake, volcanic eruption, or epidemic) or an act of man (such as a riot, violence, terrorist event, civil strife, explosion-fire) which is outside the United States, its territories or possessions, and which is or threatens to be of sufficient severity and magnitude to warrant emergency relief assistance. Some international disaster responses require USAR assistance, and, under this RFA, OFDA seeks to support the provision of such assistance when appropriate. Such assistance may include the following:

#### **I.1.3.2.1 USAR Team Deployment**

Deployment of a USAR team centers on the conduct of confined space urban search and rescue in an unsupported environment. The Recipient will provide personnel, equipment, and relief supplies for timely deployment of a fully self-sufficient USAR team for an international mission.

OFDA recognizes that the Recipient may have existing obligations to provide its services within its locality, and that the Recipient's ability to respond is contingent on the resources required to support any other local or other USG-funded disaster response activities concurrently with the OFDA activity. The AOTR will advise the Recipient of the nature of the disaster and the number of personnel allowed by the host country. The Recipient will determine the make-up of the USAR team, subject to AOTR concurrence (See Section II). The types of personnel that may be required include emergency management technicians, medical personnel, firefighters, communications specialists, specialized sensor and camera operators, structural engineers, etc. Depending on the specific needs, the Recipient may deploy a FEMA-defined Type I or Type III USAR team, supplemented for an international mission. Personnel to be deployed must be experienced, trained, or certified within their respective areas of expertise, or otherwise meet established standards.

To facilitate the response, the Recipient will, within one hour after alert of the need for a USAR mission, provide the AOTR with a Disaster Response Implementation Plan (DRIP) consisting of a personnel roster and the cubic dimensions and weight of equipment and supplies to be deployed, and the initial estimated cost. This personnel roster must include date of birth and passport number of each team member, and must be approved by the AOTR (See Sections II & VI). The Recipient's team and all supporting equipment must be at the airport ready to deploy within six hours after notification. The Recipient is responsible for transporting personnel and equipment to the airport, while OFDA will arrange for transportation of personnel and equipment to the host country. To support this response time, the Recipient must be located within a reasonable distance from strategic international transport hubs, either commercial airports or military facilities. In addition to personnel, a significant amount of equipment will likely need to be transported to the USAR site. This equipment may have a large footprint (*e.g.*, heavy-duty trucks). Therefore, these hubs must also be capable of handling large cargo planes (*e.g.*, C-5, C-130) that could be used in support of the mission.

Deployed urban search and rescue personnel must not be a burden to the host country. USAR team deployments may last up to 14 days, and the Recipient must support deployed personnel with subsistence supplies, materials, and equipment to cover the entire deployment period.

The Recipient must provide the requisite equipment to support a USAR mission within a host country that has no indigenous infrastructure, equipment and/or materials. Such equipment will be provided from the Equipment and Relief Commodities Stockpile described in Section I.1.3.1.1.3 above. OFDA will finance the replacement of equipment lost or damaged during a USAID-funded deployment, or transferred from the Recipient to another entity after a USAID-funded deployment (with the authorization or approval of USAID in accordance with 22 CFR 226.34[h]), and restore the cache for future deployments either by the county, FEMA, or USAID.

In addition to AOTR approval of DRIPs (as described above), the AOTR will also be substantially involved in deployments of USAR teams as described in Section II of this RFA.

#### I.1.3.2.2 Disaster Logistics and Communications Support

Due to the Recipient's resident expertise in urban search and rescue, the Recipient may also support other international search and rescue missions through the provision of staff and equipment to On-Site Operations and Control Centers (OSOCCs) and UN Disaster Assessment and Coordination (UNDAC) teams,<sup>1</sup> by serving as the Disaster Logistics Officer<sup>2</sup> on a DART or Response Management Team (RMT),<sup>3</sup> and through assistance to the UNDAC alert system. The types of personnel and equipment are a sub-set of those described above. Assistance to this Disaster Logistics and Communications Support sub-component of the program is distinguished from the Technical Assistance sub-component (see Section I.1.3.1.2 above) of the Disaster Preparedness/Mitigation component (see Section I.1.3.1 above) by the fact that activities under this component will be in response to a disaster.

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<sup>1</sup> Information on UNDAC teams can be found at <http://ochaonline.un.org/webpage.asp?MenuID=2893&Page=552>.

<sup>2</sup> Completing a 45-day certification (on-the-job training) program in OFDA/Washington (as part of the "Maintenance of Team/Personnel Qualifications" activity under the "Disaster Preparedness" sub-component of the "Disaster Preparedness/Mitigation" component) is a prerequisite to serving as a Disaster Logistics Officer

<sup>3</sup> An RMT operates in OFDA/Washington and supports a DART in the field.

Again, OFDA recognizes that the Recipient may have existing obligations to provide its services within its locality, and that the Recipient's ability to respond is contingent on the resources required to support any other local or other USG-funded disaster response activities concurrently with the OFDA activity. The AOTR will advise the Recipient of the nature of the disaster and the number of personnel allowed by the host country. The Recipient will determine the make-up of the USAR team, subject to AOTR concurrence (See Section II). The types of personnel that may be required include emergency management technicians, medical personnel, firefighters, communications specialists, specialized sensor and camera operators, structural engineers, etc. Personnel to be deployed must be experienced, trained, or certified within their respective areas of expertise, or otherwise meet established standards.

To facilitate the response, the Recipient will, within one hour after alert of the need for a Disaster Logistics and Communications Support assignment, provide the AOTR with a Disaster Response Implementation Plan (DRIP) consisting of a personnel roster and the cubic dimensions and weight of equipment and supplies to be deployed, and the initial estimated cost. This personnel roster must include date of birth and passport number of each team member, and must be approved by the AOTR (See Sections II & VI). Again, the Recipient's team and all supporting equipment must be at the airport ready to deploy within six hours after notification. The Recipient is responsible for transporting personnel and equipment to the airport, while OFDA will arrange for transportation of personnel and equipment to the host country. To support this response time, the Recipient must be located within a reasonable distance from strategic international transport hubs, either commercial airports or military facilities. In addition to personnel, a significant amount of equipment will likely need to be transported to the USAR site. This equipment may have a large footprint (*e.g.*, heavy-duty trucks). Therefore, these hubs must also be capable of handling large cargo planes (*e.g.*, C-5, C-130) that could be used in support of the mission.

Deployed urban search and rescue personnel must not be a burden to the host country. Disaster Logistics and Communications Support deployments may last up to 30 days (or longer, with the agreement of the Recipient), and the Recipient must support deployed personnel with subsistence supplies, materials, and equipment to cover the entire deployment period.

The Recipient may need to provide the requisite equipment to support its team within a host country that has no indigenous infrastructure, equipment and/or materials. Such equipment will be provided from the Equipment and Relief Commodities Stockpile described in Section I.1.3.1.1.3 above. OFDA will finance the replacement of equipment lost or damaged during a USAID-funded Disaster Logistics and Communications Support assignment, or transferred from the Recipient to another entity after a USAID-funded Disaster Logistics and Communications Support assignment (with the authorization or approval of USAID in accordance with 22 CFR 226.34[h]), and restore the cache for future deployments either by the county, FEMA, or USAID.

In addition to AOTR approval of DRIPs (as described above), the AOTR will also be substantially involved in disaster logistics and communications support assignments as described in Section II of this RFA.

**[END OF ATTACHMENT 2]**

## **ATTACHMENT 3 – STARDARD PROVISIONS**

### **I. MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL RECIPIENTS**

#### **1. APPLICABILITY OF 22 CFR PART 226 (MAY 2005)**

a. All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

b. For any subawards made with Non-US subrecipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

#### **2. INELIGIBLE COUNTRIES (MAY 1986)**

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

#### **3. NONDISCRIMINATION (MAY 1986)**

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

#### **4. NONLIABILITY (NOVEMBER 1985)**

USAID does not assume liability for any third party claims for damages arising out of this award.

#### **5. AMENDMENT (NOVEMBER 1985)**

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters between the Agreement Officer and an appropriate official of the recipient.

#### **6. NOTICES (NOVEMBER 1985)**

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the USAID Agreement Officer, at the address specified in the award.

To recipient, at recipient's address shown in the award or to such other address designated within the award Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

**7. SUBAGREEMENTS (JUNE 1999)**

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

**8. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2003)**

\*Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are

<u>Standard Provision</u>	<u>Burden Estimate</u>
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1
 <u>22 CFR 226</u>	 <u>Burden Estimate</u>
22 CFR 226.40-.49 Procurement of Goods and Services	1
22 CFR 226.30 - .36 Property Standards	1.5

Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent to the Office of Procurement, Policy Division (M/OP/P) U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, D.C 20503.

**9. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (APRIL 1998)**

a. Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) the item is of U.S. source/origin;
- (ii) the item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

b. Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is

incorporated into this Award in its entirety.

(1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Compelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or
- (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

c. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of

such materials, local language versions may be procured from the following sources, in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941), and
- (4) "Special Free World" countries (USAID Geographic Code 899).

d. If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

**10. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**  
**(JANUARY 2004)**

a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:

- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
- (2) Have been convicted within the preceding three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
- (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

**11. DRUG-FREE WORKPLACE (JANUARY 2004)**

a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must

(1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

(2) Specify the actions the recipient will take against employees for violating that prohibition; and

(3) Let each employee know that, as a condition of employment under any award, he or she

(i) Must abide by the terms of the statement, and

(ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

(i) The dangers of drug abuse in the workplace;

(ii) Your policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation and employee assistance programs; and

(iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award or the completion date of this award, whichever occurs first.

d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the recipient must either

(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

**12. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (FEBRUARY 2004)**

a. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice;

b. The Federal Government must implement Federal programs in accordance with the Establishment Clause and the Free Exercise Clause of the First Amendment to the Constitution. Therefore, if the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.

c. If the recipient makes subawards under this agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.

**13. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)**

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement.

**14. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005)**

**(a) Definitions**

**Commodities** mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or subagreement.

**Principal Officer** means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

**Programs** mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

**Projects** include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

**Public communications** are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

**Subrecipient** means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 C.F.R. 226.2.

**Technical Assistance** means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

**USAID Identity (Identity)** means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new landmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at [www.usaid.gov/branding](http://www.usaid.gov/branding) and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards

## **(b) Marking of Program Deliverables**

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

*“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”*

(10) Any ‘public communications’, as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

*“This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.”*

(11) The recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID’s Development Experience Clearinghouse.

**(c) Implementation of marking requirements.**

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within N/A days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;

(iv) USAID marking requirements would impair the functionality of an item;

(v) USAID marking requirements would incur substantial costs or be impractical;

(vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;

(vii) USAID marking requirements would conflict with international law.

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.

**(d) Waivers.**

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient’s own identity/logo or that of a third party on materials that will be subject to the waiver.

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

(4) Approved waivers “flow down” to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant Assistant Administrator.

**(e) Non-retroactivity.** The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

#### **15. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)**

a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.

b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.

c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.

d. The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.

f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

g. If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

**16. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY  
(NOVEMBER 1985)**

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

**17. USE OF POUCH FACILITIES (AUGUST 1992)**

a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a)(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

Name of individual or organization (followed by  
letter symbol "G")  
City Name of post (USAID/\_\_\_\_\_)  
Agency for International Development  
Washington, D.C. 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities

and is being enforced worldwide.

b. The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

**18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)**

**a. PRIOR BUDGET APPROVAL**

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).

(2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and

(3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

**b. NOTIFICATION**

(1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:

(i) the primary purpose of the trip is to work with USAID Mission personnel, or

(ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.

(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

#### c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

#### d. USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

#### e. THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

f. COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS.

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

**19. OCEAN SHIPMENT OF GOODS (JUNE 1999)**

a. At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.

b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

c. When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

d. The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation,  
Maritime Administration, Division of National Cargo,  
400 7th Street, S.W.,  
Washington, DC 20590, and

U.S. Agency for International Development,

Office of Procurement, Transportation Division  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20523-7900

e. Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).

f. Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

## **20. LOCAL PROCUREMENT (APRIL 1998)**

a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Professional Services Contracts estimated not to exceed \$250,000.

(4) Construction Services Contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

(i) Utilities including fuel for heating and cooking, waste disposal and trash collection;

(ii) Communications - telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

(iv) Petroleum, oils and lubricants for operating vehicles and equipment;

(v) Newspapers, periodicals and books published in the cooperating country;

(vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country,

e.g., vehicle maintenance, hotel accommodations, etc.

c. The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.

d. This provision will be included in all subagreements where local procurement of goods or services is a supported element.

**21. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)**

**Requirements for Voluntary Sterilization Programs**

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

**Prohibition on Abortion-Related Activities:**

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

**II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL RECIPIENT**

**1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (APRIL 1998)**

a. The allowable indirect costs shall be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.

b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, the proposed predetermined indirect cost

rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.

c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.

d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

2. **(RESERVED)**

3. **(RESERVED)**

4. **PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)**

a. The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format unless no electronic version exists at the following address:

Online (preferred)

<http://www.dec.org/submit.cfm>

Mailing address:

Document Acquisitions

USAID Development Experience Clearinghouse (DEC)

8403 Colesville Road Suite 210

Silver Spring, MD 20910-6368

Contract Information

Telephone (301) 562-0641

Fax (301) 588-7787

E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org)

Electronic documents must consist of only one electronic file that comprises the complete and final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a

Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged.

Each document submitted should contain essential bibliographic elements, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) strategic objective; and 6) date of publication;:

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

## **5. PARTICIPANT TRAINING (APRIL 1998)**

a. Definition: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.

b. Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.

c. Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through EGAT/ED/PT.

**6. (RESERVED)**

**7. (RESERVED)**

**8. (RESERVED)**

**9. (RESERVED)**

**10. (RESERVED)**

**11. (RESERVED)**

## **12. COST SHARING (MATCHING) (JULY 2002)**

a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.

b. The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

### **13. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)**

a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

b. (1) For any loan over \$1000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

c. (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

(2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140."

### **14. (RESERVED)**

**15. REPORTING OF FOREIGN TAXES (JULY 2007)**

a) The contractor must annually submit a report by April 16 of the next year.

(b) Contents of Report. The report must contain:

- (1) Contractor name.
- (2) Contact name with phone, fax and email.
- (3) Contract number(s).
- (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
- (7) Report is required even if the contractor did not pay any taxes during the report period.
- (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: USAID, M/FM/CMP, Room 7.07-131, RRB, 1300 Pennsylvania Avenue, NW, Washington, DC 20523.

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

- 16. (RESERVED)**
- 17. (RESERVED)**
- 18. (RESERVED)**
- 19. (RESERVED)**
- 20. (RESERVED)**

**21. (RESERVED)**

**22. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)**

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

[http://pdf.dec.org/pdf\\_docs/PDABQ631.pdf](http://pdf.dec.org/pdf_docs/PDABQ631.pdf)

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

**23. (RESEVERED)**

**[END OF ATTACHMENT 3]**

**ATTACHMENT 4 – BRANDING STRATEGY AND MARKING PLAN**

## **Los Angeles County Urban Search and Rescue Branding and Marking Strategy for USAID Funded Programs**

**Background:** The Los Angeles County Urban Search and Rescue (USAR) Program is a component of the Los Angeles County Fire Department in the County of Los Angeles, California.

Our primary focus is local emergency response. In addition, the Fire Department permits the USAR Team to respond to regional, state, federal and international emergencies.

The USAR Team is primarily funded by the Department, as well as FEMA for Domestic response (California Task Force 2) and USAID/OFDA for International response (Search and Rescue Team 2 or SAR Team 2).

On January 2, 2006 a new federal regulation became effective that requires programs, projects, activities, public communications, and commodities fully or partially funded by USAID to be “marked” or to visibly bear the USAID Identity that clearly communicates that supplied aid is “From the American People”. This plan strives to comply with the guidance provided in Acquisition and Policy Directive (AAPD) 05-11.

### **A. Branding Strategy**

#### **1. Positioning**

*What is the intended name of this program, project, or activity?*

The USAID and Los Angeles County branding strategy for Urban Search and Rescue activities.

*Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.*

Any new marking done will include the new USAID logo, or the proposed program logo (See Attachment).

#### **2. Program Communications and Publicity**

*Who are the primary and secondary audiences for this project or program?*

International populations affected by sudden onset disaster

*What communications or program materials will be used to explain or market the program to beneficiaries?*

Marketing/Interface with beneficiaries is accomplished by the USAID-DART which accompanies the USAR team on International response. The USAR Team is attached to and works under the DART. In addition, Los Angeles County possesses USAR Team Fact Sheets (which display the branding scheme) which can be distributed to local emergency government officials and other beneficiaries identified by the DART Leader. Los Angeles County will also produce and have available banners with logos (see attachment) which can be posted at the base of operation and worksites.

***What is the main program message (s)?***

The main program message demonstrates USAID's continued commitment to the international community in need by supplying emergency response to an affected population.

***Will the recipient announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?***

This activity is arranged and coordinated by the deployed DART.

***Please provide any additional ideas about how to increase awareness that the American people support this project or program.***

N/A

**3. Acknowledgements**

***Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the recipient acknowledge the ministry as an additional co-sponsor?***

N/A

***Please indicate if there are any other groups whose logo or identity the recipient will use on program materials and related communications.***

N/A

**B. Marking Plan**

**1. Size and Prominence of USAID Identity and Other Identifications/Logos**

All programs, projects, activities, public communications, and commodities fully or partially funded by USAID will bear the USAID Identity of a size and

prominence equal to or, in some cases where the major donor, greater than the recipient's or other donors.

**2. Description of the public communications, commodities, and program materials that will be produced as a part of the award**

*Give a description for each category. Statement of compliance follows.*

***Program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature.***

Programs, project, or activity sites funded by USAID will be marked with the USAID Identity. Temporary signs or plaques will be displayed in the early phases with permanent, durable signage installed upon completion where appropriate.

***Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID.***

Communications products funded by USAID will be marked with the USAID Identity.

***Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities***

All events financed by USAID will be marked with the USAID Identity as appropriate. Unless directly prohibited and as appropriate to the surroundings, signs and banners with the USAID Identity will be displayed. Where the USAID Identity cannot be displayed visually, the recipient will acknowledge USAID and the American people's support as appropriate.

***All commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies and other materials funded by USAID, and their export packaging.***

All commodities financed by USAID will contain the USAID Identity.

**3. Pre-Production Review**

*Indication as to whether USAID will perform pre-production review of USAID funded public communications and program materials.*

N/A

**4. Public Communications (as defined in 22 CFR 226.2)**

*Documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products: applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and the like.*

N/A

**5. Sub-Awards**

*Indication must be given as to how the marking requirements will "flow-down" to sub-recipients.*

Los Angeles County Urban Search and Rescue has not had any sub-awards under the current agreement. However, any future sub-awards will contain the following provision as required by USAID:

"As a condition of receipt of this sub-award, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's, or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

**6. A Table Specifying Program Deliverables That Will be Marked with the USAID Identity**

<b>Program Deliverables</b>	<b>Marking and Materials</b>	<b>Performance Period for Marking</b>	<b>Placement of Markings</b>
N/A			

**7. A Table Specifying Program Deliverable That Will NOT be Marked with the USAID Identity**

<b>Program Deliverables that will not be Marked with USAID Identity</b>	<b>Rationale for not marking these program deliverables</b>
N/A	

**[END OF ATTACHMENT 4]**